



## JURIDICAL SOLUTIONS AGREEMENT TO MEDIATE

RE: \_\_\_\_\_

1. The parties agree to mediate one or more disputes which now exist between them. The mediation will be conducted by a Senior Professional (“the Mediator” or the “Neutral”) appointed by Juridical Solutions PLC (“JS”) with the agreement of all parties under the following terms.
2. Mediation is a voluntary process in which parties to a dispute retain the services of a neutral person to assist them in determining whether an agreeable resolution can be reached without having to proceed with or resort to litigation.
3. The Mediator does not have authority to make any determination of the issues in the case. He or she works with the parties and their attorneys to explore various options that may enable the parties to resolve the issues between them.
4. The Mediator is not a legal adviser to the parties; nor is the Mediator a decision maker or fact finder. The Mediator is a JS Senior Professional, and member of the bar, with training and experience in resolving complex legal and factual issues. Using that experience, the Mediator works with the parties and their counsel to attempt to develop a mutually agreed resolution of their dispute. The Mediator may meet with the parties and/or their counsel in caucus when the other parties and/or their counsel are not present.
5. In the course of the mediation process, the Mediator may, at the request of the parties, provide an evaluation of the factual and legal issues in the case, which evaluation will be made available for consideration by the parties and their counsel. The parties agree that such an evaluation is not legal advice, and that they will rely solely upon the advice of their attorneys for legal advice.

6. If a draft agreement or any document is prepared by the Mediator at the request of the parties, the parties agree to have the document reviewed by their counsel and to be advised by their counsel as to the validity and/or acceptability of the agreement.

7. Neither JS nor any Mediator supplied by it may be compelled to appear on behalf of any party at any judicial, regulatory or administrative proceeding. Furthermore, it is agreed that neither Juridical Solutions PLC nor any professionals supplied by it shall be required to preserve any documents received or generated in connection with the mediation process.

8. Unless the parties agree in writing to the contrary, the settlement agreement or other agreement facilitated during the mediation shall not be confidential. Other than the final settlement agreement, all matters respecting the Mediation, and all documents, shall be confidential except:

- a. where all parties to the mediation agree, in writing, to waive the confidentiality,
- b. in a subsequent action between the Mediator or JS and a party to the mediation for damages arising out of the mediation,
- c. statements, memoranda, materials and other tangible evidence, otherwise subject to discovery, which were not prepared specifically for use in and actually used in the mediation,
- d. where a threat to inflict bodily injury is made,
- e. where communications are intentionally used to plan, attempt to commit, commit a crime, or conceal an ongoing crime,
- f. where an ethics complaint is made against the Mediator and he or she chooses to take action to defend against such complaint,
- g. where communications are sought or offered to prove or disprove a claim or complaint of misconduct or malpractice filed against a party's legal representative based on conduct occurring during a mediation,
- h. where communications are sought or offered to prove or disprove any of the grounds listed in § 8.01-581.26 in a proceeding to vacate a mediated agreement, or,
- i. as provided by law.

9. Notwithstanding the provisions of paragraph 8, in any dispute involving support of the minor children, financial information used to calculate child support, including information used in the child support guidelines worksheet, may be disclosed by the

parties to a court of competent jurisdiction for the purpose of computing child support pursuant to Title 20 or Title 16 of the Code of Virginia.

10. There shall be no stenographic transcript or any audio, video, or digital recording made during the mediation session, in person or online.

11. Retired Judge \_\_\_\_\_ is appointed as the Neutral and Mediator in this case. The Neutral's fee is \$\_\_\_\_\_ per hour. This hourly rate will be charged for all of the time that is required for the Mediator to perform professional services including, but not limited to, review of parties' submissions prior to the mediation session, mediation sessions, telephone conferences and post mediation negotiations. One hour of travel time is provided; any travel time in excess of one hour will be charged at  $\frac{1}{2}$  of the Neutral's hourly rate.

12. Unless agreed otherwise, the mediation fee shall be apportioned equally between the parties to the Mediation. The parties or their counsel must deposit a retainer with JS in advance of the mediation, unless the appointed Neutral decides to require no retainer in an individual matter. Payment of the retainer may be made by check mailed to Juridical Solutions PLC, PO Box 18093, Richmond VA 23226, or by credit card at (888) 392-8742. Payment by credit card must include payment of a processing fee in the amount of 2% of the payment made.

13. JS agrees to provide a timely invoice for Professional Services detailing all fees and costs. Payment of the invoice is due upon presentment. Any retainer that is on deposit in excess of the invoiced amount will be credited on the invoice and refunded promptly by JS. Any fees that are invoiced by JS and not prepaid by retainer are the responsibility of counsel for the respective party.

14. If the Mediation is being conducted pursuant to an Order of Reference from a Federal Court, the Mediation will be governed by Federal Alternative Dispute Resolution Act (20 U. S. C. §651, et seq.). If the Mediation involves citizens of different nations, at least one of whom is domiciled outside of the United States, the Mediation shall also be governed by the Model Law adopted by the United Nations' Commission on International Trade Law (UNCITRAL) as amended. If a conflict arises between this Agreement and UNCITRAL, this Agreement shall control.

15. All Mediators appointed by Juridical Solutions PLC will subscribe to the "Standards of Ethics and Professional Responsibility for Certified Mediators" promulgated by the Supreme Court of Virginia.

16. The Mediator, Juridical Solutions PLC, and its agents and independent contractors shall not be liable to the parties to this Agreement for any act or omission relating to this Mediation.

For the mutual and the valuable consideration of seeking to avoid litigation and the related costs, the parties enter into this Agreement as a binding contract.

Seen and Agreed By:

\_\_\_\_\_  
Plaintiff (Printed Name)

\_\_\_\_\_  
Defendant (Printed Name)

\_\_\_\_\_  
Signature of Plaintiff

\_\_\_\_\_  
Signature of Defendant

\_\_\_\_\_  
Counsel for Plaintiff

\_\_\_\_\_  
Counsel for Defendant

Date:\_\_\_\_\_

Date:\_\_\_\_\_

ACCEPTED:  
JURIDICAL SOLUTIONS PLC

By:\_\_\_\_\_

Date:\_\_\_\_\_